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MARCH 1, FEBRUARY 28,

2004 TO 2007

AGREEMENT

Entered into between

UTILITY AND TRANSPORTATION
CONTRACTORS ASSOCIATION
AND THE
ASSOCIATED GENERAL
CONTRACTORS of NEW JERSEY

and

LABORERS INTERNATIONAL UNION
OF NORTH AMERICA
HEAVY AND GENERAL
CONSTRUCTION
LABORERS'
LOCALS 472 and 172
of the STATE of NEW JERSEY



87 pages

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PREAMBLE

THIS AGREEMENT is made and entered into this 2nd day of March, 2004, effective as of March 1, 2004, by and between the UTILITY AND TRANSPORTATION CONTRACTORS ASSOCIATION (U.T.C.A.) AND THE ASSOCIATED GENERAL CONTRACTORS (A.G.C.) OF NEW JERSEY, party of the first part, hereinafter designated as the "Employer", and LABORERS' LOCALS NO. 472 AND 172 OF THE STATE OF NEW JERSEY, party of the second part, hereinafter designated as the "Union."

It is understood that the Utility and Transportation Contractors Association and the Associated General Contractors of New Jersey are acting only as agents for the negotiation of this contract and that it is an agent for those persons, corporations or partnerships who have so authorized the Association, in writing, that they will be bound by this Agreement entered into by the Association on their behalf. In no event shall the Association be bound as a principal or an Employer or be held liable in any manner for any breach of this contract by any of the persons, corporations or partnerships as "Employers" who have authorized the Association to execute this contract on their behalf. It is further agreed and understood that the liabilities of the said persons,

corporations or partnerships shall be several and not joint. It is further understood that the liabilities of the Unions signing this contract shall be several and not joint.

It is the intent of the Agreement that it will be mutual. The Employer will cooperate with the Unions and said Unions will in turn cooperate with the Employer to the end that the work may be accomplished with the efficiency and economy that is necessary in order that the Agreement may prove of mutual advantage. No project labor agreement (PLA) may supersede this agreement or any of its provisions or articles without the mutual consent of the parties. Further adding that a representative of the employer associations shall participate in any PLA negotiations.

I. U.T.C.A. /A.G.C. Recognition

The Utility and Transportation Contractors Association of New Jersey, it is understood, shall be the sole bargaining representative with the Union for all members of the Association carrying on work in this State as defined in this Agreement.

The Associated General Contractors of New Jersey, it is understood, shall be the sole bargaining representative with the Union for all members of the

Association carrying on work in this State as defined in this Agreement.

2. Union Recognition and Work Jurisdiction

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees employed by the Employer engaged in all work of any description whatsoever concerning the clearing, excavating, filling, back-filling and landscaping of all sites, and when at the discretion of the Employer the Employer chooses to place an employee for the purposes of spotting, dumping and counting of all trucks and the counting off delivery slips, that employee will be a laborer or foreman covered under this agreement. In addition to all work concerning excavation, foundation, highway, drive-ways, the pouring, placing and finishing of all concrete, including all work in connection with stamped concrete, the caulking and sealing of road joints, the handling and placing of stone, brick or concrete pavers including the cutting of same, the preparation and screeding of the bed, all tamping, sweeping and sanding in connection with their installation, all roadway and site curbs, parking lots, access roads, rock drilling of any kind irrespective of equipment used, blasting, the operation of directional drills, the op

eration of any ground penetrating radar device (GPR), sewers, water and sewage treatment plants, Power plants, Co-generation facilities, pumping stations, resource recovery facilities, landfills, reclamation of hazardous waste sites; railroad tracks; jetties, groins, breakwaters or any other structure designed for protection of beaches or to stop beach erosion; including the installation, placing, loading, unloading, moving, storing, and tying together and all other work related to gabion baskets; the unloading, handling and installation of mesh and roadway mats, the unloading and handling of fiberglass products, cold patch work, wrapping and coating of all pipe, the demolition of structures on the right of way of highway construction, the demolition of all types of structures when said structures' materials are not to be used again on a specific project, pre-cast erection, the handling and installation of all pre-cast products for retaining walls and other uses, the setting of pre-cast barrier curbs, whether they be for sound protection or traffic protection, all work in connection with pre-cast noise walls and earth walls, to include sealing, coating, caulking and grouting, and pre-cast concrete barrier curb, landscape work, power buggy and duct line work, installation of fibre optic cable and all work related thereto, conduit work of any description, pipes, dikes, dams, reservoirs, tanks,

heavy and general construction work, power washing by any method, sandblasting, burning and cutting involving demolition of, cutting and welding of railroad metals, all 3rd rail railroad work, operation of power spike pullers, power spike drivers, power track jacks, tamping machines and similar rail and track laying equipment , spiking of all rails, contact rails, third rail tracks and ties, including the welding, other fastening and other bonding of all running rails and tracks; the mixing, pouring and placing of grout, the drilling, grouting and installation of all dowels and anchor bolts, dry packing and concrete for all track related work including but not limiting to rails, ties, tracks, plates and columns; placing and tamping of ballast by hand or mechanical means, all mastic and membrane waterproofing on all roads, bridges, tunnels, shafts, landfills, retaining walls, foundations and other structures, all epoxy work, the tending of salamanders when fueled by solid fuels, propane, diesel fuel, kerosene, charcoal or coal, as normally used for temporary heat and/or curing of concrete, the handling of all construction materials and other work in the State of New Jersey as defined and fixed in the Manual of Jurisdiction (Part 1) of October 1961 of the Laborers' International Union of North America, incorporated herein by reference. It is agreed that all work described in this Agreement or

in the Manual of Jurisdiction shall be performed only by employees covered by this Agreement. It is specifically understood that bargaining unit work within the meaning of this Article and this Agreement, includes any work performed in connection with carrying of lumber to the point of erection, unloading of forms, cleaning of lumber, oiling of forms, and the final stripping of forms on any structure which will not be used again on that particular project, and the removal and cut off, by any means, of all sheeting and piles, the coring, drilling, handling and use of templates for installing and grouting anchor bolts, the unloading, handling and installation of liner plates either vertical or horizontal, pipe or conduit of all kinds and of any description and for whatever purpose including, but not limited to, all work connected with the loading, unloading, installation, distribution or handling of pipe or conduit of any kind or description, or any other material used in the performance of work as set forth above; all work connected with the loading, unloading, installation, distribution, or handling of fibre optic cable, all labor work (including skilled and semiskilled) for the construction or an installation of utility lines, metallic and nonmetallic, clay, Terra-cotta, ironstone, vitrified and steel pipe, concrete, concrete reinforced, cast iron, fiberglass, Orangeburg, transite, plastic,

etc. pipe for storm and sanitary sewers and drainage; fusion of pipe; breaking of any pavement by any method, laser operations for pipe installations, water lines; pumping stations; water and sewage treatment plants, solid waste and sludge disposal and recycling plants; cables; ducts; air lines; gas lines, steam lines, conduit lines, making and fusing of joints; setting and driving of sheeting and lagging and shoring of all ditches, trenches, chambers and underground structures; trenching; manhole erectors and installing and finishing of channels and benches in manholes and other underground structures; installation of well points, the installation of coffer dams, wick drains, or any other de-watering system, digging and backfilling of all ditches, cutting of streets and surfaces and refinishing of same, in free air tunnel projects; all other utility work and projects relating to drainage, sanitation, sewage disposal, irrigation, flood control, water supply and similar utility construction work, whether such work is or is not part of, or incidental to building construction and/or improvement, and whether such work is inside or outside of property lines on public or private property, on or off streets, on highways, or on or off building or other construction sites; in regard to building, all work as described above shall be performed from the point of first connection outside the

building foundation; all the unloading and distribution of all pipe and material used in the performance of work as set forth above; the installation of utility meters, all the service connections of pipe from main sewers or water lines to the point of first connection outside the building foundation and all laying and installing of pipe, the relining, cleaning, coating and sealing of all pipe and making of all connections and/or joints on any and all types of pipe for water, sewer and/or any other uses.

In construction of open cuts all work in connection with piling and in connection with bracing and lagging: all work involving "Krings System" projects or other similar systems: and in construction of piers, wharves and other structures requiring the use of heavy framing of wood, steel, or concrete as bracing against water and earth pressures and the installation and testing of all types of tie-backs: the erecting of all materials used (i.) up to and including the ordinance piece or piers (ii.) up to the deck of bridges over water and approaches thereto, and (iii.) up to the corresponding member of other structures. The positioning, placing and pouring of concrete, grout, sand or stone into pipe piles, shell piles, caissons and monotube piling by any method, (including truck, crane bucket or pump).

All manufacturing and laying of sheet asphalt,

cold mix and bituminous mixtures, including burners and heaters on new and repair work and all other asphalt work of any nature whatsoever including but not limited to roadways, airports, parking lots, driveways, site work, the operation of any laser screed, and all black top work.

The transportation as when directed by the Employer, on the project site or from the yard, of all tools, equipment and personnel (excluding all personal transportation) pertaining to all jurisdiction covered under this agreement and when directed by the employer, the operation of All Terrain Vehicles (ATV's), compact utility loader (also called a "dingo"), mason dumps when performing masonry work, pick-ups when used by the foreman.

All flagmen, traffic directors or at the discretion of the employer, traffic control coordinators or any other person engaged in directing traffic, protecting crossings, safeguarding the public or any private persons or property, or otherwise engaged in any other safety duties involving highway construction, shall be covered by this Agreement, where local conditions permit. They shall be paid the basic laborer's rate.

Tunnels

Historically, the Union as the sole representative of the employees covered under this agreement,

has acquired and maintained an expanded craft jurisdiction in the construction of new tunnels or in the repair, rehabilitation or modification of existing tunnels. The work in tunnels to be performed by employees covered under this agreement is as follows but not limited to:

All work for all tunneling operations, including but not limited to subways, railroads, sewer, water, vehicular and utility tunnels and all shafts, manholes and access ways in connection therewith, all work in connection with but not limited to, the excavation, dewatering, shoring, forming, the pouring, placing and finishing of concrete and grout and the reinforcing of same by any means, the handling and installation of all pre-cast products, the loading, unloading and handling of all materials, the installation of temporary wiring, all signaling, caulking, mining, drilling and blasting, the laying of all pipe and conduit and other work. The broader scope of the tunnel jurisdiction covered under this agreement is further identified in the tunnel classifications as stated under Article 18 of this agreement, whether in compressed air or free air or by soil solidification methods or otherwise in rock or in soft ground and whether driven by liner plate, by shield, by mole or otherwise. Such operations are hereinafter collectively referred to as "the trade".

The employer recognizes that the Union has acquired jurisdiction of the trade in New Jersey and agrees that it will not assist or abet violations of such acquired jurisdiction in the hiring of Employees or in the continuation of employment of such Employees.

Any work jurisdiction now exercised by Heavy and General Laborers' Locals 472 and 172 of the Laborers' International Union of North America shall be recognized by the Utility and Transportation Contractors Association and the Associated General Contractors of New Jersey.

3. *Territorial Jurisdiction*

This Agreement defines the territory of Heavy and General Laborers' Locals 472 and 172 as follows:

Local No. 472 covers Hudson, Bergen, Passaic, Morris, Warren, Essex, Union, Middlesex, Hunterdon, Sussex, Somerset, and Monmouth Counties.

Local No. 172 covers Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, and Salem Counties.

4. *Jurisdictional Disputes*

In the event of a jurisdictional dispute arising

under this Agreement, there shall be no work stoppage, picketing or slowdown.

It being the intention of the parties hereto to protect the working conditions and standards established by the parties and to preserve the job and work opportunities for employees covered by this Agreement, the Employer shall not assign any of the aforementioned work to employees who are not covered by this Agreement. Any such assignment of work to employees other than employees covered by this Agreement or any violation of Article 14 of this Agreement shall be considered a grievance which may be submitted by the Union to final and binding arbitration directly to any arbitrator on a list of six arbitrators mutually agreed upon by both Union and Management, taken from the List of Arbitrators provided by the New Jersey State Board of Mediation. (This list of arbitrators is to be established within thirty days of the signing of this agreement). The arbitrator shall hold a hearing concerning the dispute after giving notice of the place and date of the hearing to the Union and Employer. No hearing will be held without first giving notice to the parties. The hearing shall be held promptly and in no event more than seven (7) days after the submission of the grievance. In the event the arbitrator finds a violation of the Agreement, it is agreed that the arbitrator

shall order the Employer to reassign the work in issue to employees covered by this Agreement and other appropriate relief.

The Employer agrees that he shall not be a party to the National Joint Board for the Settlement of Jurisdictional Disputes, or its successor, nor shall he submit any work dispute to said Board. In the event the Employer violates this paragraph of the Agreement, the Union, without notice to the Employer, may apply to any court having jurisdiction or to any arbitrator on the Official Arbitrator List of the New Jersey State Board of Mediation for an order requiring the Employer to cease and desist from being a party to, or submitting to, the Joint Board. In the event the Employer has already notified, or submitted to, the Joint Board, the order shall require the Employer to withdraw the notification or submission. The Employer shall be liable for all losses incurred or damages sustained by any person as a result of any submission or notification to or participation in the Joint Board.

5. *Hiring*

It is the intention of the parties that this Agreement shall constitute a non-exclusive hiring hall arrangement, but the Union shall be given equal op-

portunity with other sources to supply on a nondiscriminatory basis the Employer's requirements for qualified employees, *subject, however, to Article 5A below.*

There shall be no unlawful discrimination by the Employer or the Unions with respect to the hiring, tenure, or discharge of any workman or the referral of any person for employment and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, and any requirements as to membership or non-membership in any Union shall be in accordance with the National Labor Relations Act of 1947, as amended.

When an Employer hires men from sources other than the Union, a party to this Agreement, the Union shall be notified by the Employer giving the name, address, and classification of the men hired, within three (3) days from the date of employment. Failure by an Employer to notify the Union headquarters within said three (3) days shall constitute a violation of this Agreement and shall be cause for the employees of such Employer to strike.

The Employer retains the right to reject any job applicant referred by the Union.

No applicant for employment, or employee

covered by this Agreement shall be discriminated against by reason of race, religion, color, place of origin, age, sex, or sexual orientation and the parties hereto agree to comply with any and all state and federal laws, rules and regulations promulgated pursuant thereto, guaranteeing civil rights and equal employment opportunity to all persons. This clause is especially cognizant of the responsibilities under Executive Order 11246 and any order or regulations promulgated subsequent thereto.

5A. Apprenticeship

(1) The Union and Employer Associations have established the Construction Craft Laborers' Apprenticeship Program (CCLAP). New applicants for employment who are not members of the Union shall within five business days provide the Apprentice Coordinator, with reasonable proof that they have 4,000 hours or more experience as Construction Craft Laborers. Those applicants who cannot demonstrate 4,000 or more hours of experience as Construction Craft Laborers shall within five (5) business days apply to the Apprenticeship Program. Any applicant rejected by the Program, or who fails to complete his or her application or other Program requirements for

acceptance, or if accepted, fails to maintain or complete his or her Apprenticeship, shall be terminated by the Employer upon notice of the same by the Apprenticeship Coordinator. If at any time the employer's workforce covered under this agreement does not conform to or meet the ratio which may be established in the Apprentice standard except those instances where an excess of apprentices are employed, it shall not be a violation of this Agreement nor shall it be a matter to be remedied by either party or any participant covered by this Agreement under Article 17 of the Grievance and Arbitration procedure.

(2) The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training are hereby incorporated by reference as a part of this Agreement.

(3) Apprentice Wage Rate Schedule

The Apprentice program consists of a 4000 hour training cycle. The Apprentice wage rate for each period of the apprenticeship is expressed as a percentage of the skilled Construction Craft Laborer journeyworker rate specified in the collective bargaining agreement. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship

Committee regardless of the level being paid.

The schedule that follows provides for four equal periods of approximately 1,000 hours of work and training each:

First period at 60% of the lowest journeyworker rate

Second period at 70% of the lowest journeyworker rate

Third period at 80% of the lowest journeyworker rate

Fourth period at 90% of the lowest journeyworker rate

(4) Apprentice Fringe Benefit Schedule

The employer shall contribute to all of the benefit funds provided for under this agreement with the exception of the Defined Contribution Fund and the Vacation Fund. However, the Employer may contribute to the full compliment of fringe benefit funds established under this agreement.

(5) Entry into the apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC.

(6) The Employer shall participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union. The Employer is not obligated to accept more than one (1) Apprentice for every three (3) Journey Workers.

(7) An Apprentice should, whenever possible

be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments.

(8) An Apprentice shall not work on the jobsite unless supervised by a Journey worker.

(9) An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

5B. Maintenance of a Drug Free Workplace

It is the intention of the parties to this agreement to provide a drug free workplace and to establish guidelines to accomplish it, which may include pre-hire testing and post accident testing, along with other provisions that would be mutually agreed upon by both Union and Management, details of which will be established by a joint committee of Union and

Management. It is understood that the provisions outlined by this Article and the procedures established by the Committee are applicable only insofar as they are legally determined to be a proper matter for collective bargaining.

6. *Union Security*

Employees of the Employer who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing as a condition of employment. Those who are not members on the execution date shall apply to become members seven days following the execution date. All employees covered by this Agreement hired on or after the execution date shall apply to become members of the union seven days following the beginning of their employment or the execution date, whichever is later, and shall remain members as a condition of employment. All working foremen shall be or become members of the Union in accordance with this Article.

7. *Pre-Job Conference*

In order to minimize site problems, a pre-job conference will be held between the Employer and the Union on projects where the job cost is \$1,000,000

or more. The Employer shall give notice to the Union of such job and the parties shall agree to a mutually acceptable time and place for the pre-job conference.

8. *Unemployment Compensation*

The Employer shall immediately, upon the commencement of a job, elect to become covered under the terms of New Jersey Revised Statutes 43:21-8 (c) (Unemployment Compensation Coverage Laws). The Employer will immediately obtain the necessary forms for electing to cover his workers represented by the Union under the terms of the aforesaid Act. The Union will provide the consent of its members who are employees of the Employer. Failure to so elect and comply under the above revised statute shall constitute a breach of the contract and the Union will reserve the right to withdraw its members from employment upon the occurrence of the breach.

9. *Job Stewards*

The Union shall select a Job Steward for each particular job from any source and he shall be the last man laid off at the particular job. In the event the Steward is selected from a source other than the Employer's work complement he shall be a working employee who shall be competent to perform laborers' work.

The Employer recognizes the right of the Union to appoint one of its members to act as Job Steward in all instances where laborers are employed regardless of how many jobs an Employer may have.

The Job Steward shall see that the provisions of this Agreement are being complied with and shall try to adjust minor disputes. He shall be given sufficient time to perform his duties and shall not be discriminated against for doing so. He shall make out weekly steward reports to his Local Union, and shall report all grievances to the Business Representative.

To carry out these duties the Job Steward is to be on the job at all times when any laborers are working or laborers' work is being done, including overtime, and until the job is completed. He shall be the last laborer on the job, unless he is not competent in the performance of his assigned work. In such event, he shall be replaced by another laborer appointed by the Business Representative.

The Business Manager reserves the right to remove the Job Steward at any time he sees fit, for the good of the Union. The Job Steward may not be laid off without notification to the Business Manager.

10. Union Visitation Rights

The Union's representative shall be allowed to visit the job sites during working hours to confer with representatives of the Employer and workmen, but they shall not interfere with or hinder the progress of the work.

11. Picket Line

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of Unions party to this Agreement, and including lawful primary picket lines at the Employer's place of business.

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his employer undertakes to perform as an ally of an Employer or person whose employees are on strike and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

The foregoing shall be operative only to the

extent permitted by law. Nothing therein contained is intended to be a contract or agreement, expressed or implied, which in any manner violates any federal or state law as presently enacted or as amended or interpreted during the term of this Agreement.

In any event, however, to the extent that this Article shall be determined by a court or agency of competent jurisdiction in any manner to violate federal or state law as presently enacted or as amended or interpreted during the term of this Agreement, this Article shall be inoperative and void.

12. Work Performance

The Employer shall be sole judge as to work performed and whether or not the work is performed satisfactorily by the workmen. The Employer shall have the right to discharge any unsatisfactory workmen, regardless of classification.

13. Featherbedding

Neither the Union nor any agent, representative, or member shall insist that the jobs be overmanned and the Employer shall be sole judge of the job requirements.

14. Subcontractors

a) A subcontractor is defined as any person, firm or corporation who agrees with any Employer, or with a subcontractor of an Employer, to perform any part or portion of the work covered by this Agreement or the Manual of Jurisdiction.

b) It being the intention of the parties hereto to protect the working conditions and standards established by the parties hereto under this Agreement, and to preserve the job and work opportunities of the employees covered by this Agreement, if an Employer bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the site of construction to any subcontractor who is not signatory to the Agreement, the Employer shall require such subcontractor to be bound to an Agreement with the Union for the duration of his project only. Such subcontractor shall adhere strictly to the economic standards (i.e., wages, hours, fringe benefit contributions and working conditions) contained in his Agreement.

c) The Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) business days of entering into such subcontract and shall specify the name and address of the subcontractor.

d) If any subcontractor shall become delinquent in the payment or meeting of the obligations set forth above, the Union shall give written notice thereof to the Employer and subcontractor specifying the nature and amount of such delinquencies. More than one such notice may be given with respect to delinquencies.

e) In the event the Employer violates any conditions of this Article the violations shall be considered a grievance and may be submitted to arbitration in accordance with the grievance and arbitration provision of the Agreement for appropriate relief under Article 4.

15. Safety Codes

The Employer agrees to abide by the Safety Codes, and rules and regulations of the Safety Codes of the State of New Jersey and the Federal Government. Any injury to an employee resulting from the Employer's failure to comply with any state or federal law or regulation or municipal ordinance relating to requirements on any job for the safety and protection of the employees shall be the sole responsibility of said Employer.

16. Work and Protective Clothing

The Employer is to furnish suitable working

clothes for rainy weather, provide sanitary rain gear before it is transferred to another employee, and provide sanitary water containers on the job with ice and cups when climatic conditions require.

The Employer shall also provide appropriate gear and clothing to employees during any inclement weather or as the circumstances may warrant. Appropriate cleanup and dress up accommodations shall be provided for employees covered under this Agreement unless the job is spread out or of short duration. Additional sets of such gear and clothing shall be provided upon return of the set originally issued.

17. Grievance and Arbitration Procedure

Any dispute concerning the interpretation, construction or application of this Agreement, including disputes involving the discharge, termination or discipline of any employee, shall be considered a grievance. The Employer and the Union first shall attempt to informally resolve any such grievance by a Joint Committee, if requested by either party. The Joint Committee shall consist of two Union representatives and two Employer representatives. Failing amicable adjustment, either party may submit the grievance to the New Jersey State Board of Mediation for final and binding arbitration. Only the

Union and the Employer shall have the right to submit a grievance to arbitration.

Should a grievance arise on the designation of a Job Steward, the Union shall have the right to pursue arbitration expeditiously.

The arbitrator shall have the right to order any appropriate remedy for any losses incurred by any laborer, Fund, Union or Employer for violation of this Agreement. However, anything to the contrary in the Agreement notwithstanding, only the Union, the Fund's Trustees or the Employer shall have the right to submit any grievance to arbitration. Any dispute in connection with the substantive or procedural arbitrability of a matter shall be resolved by the arbitrator.

Except as provided for in Article 38, in order to encourage the amicable and informal resolution of grievances and discourage the parties from processing grievances to arbitration, the losing party shall pay all arbitration costs and reasonable counsel fees unless the Union and the Employer mutually agree otherwise. The aforesaid costs and fees are to be established by the arbitrator. In the event there is more than one grievance presented in arbitration, and one party does not prevail as to all grievances, the arbitrator shall apportion costs and fees in his discretion.

It is hereby agreed and understood that until final decision has been rendered as above provided there shall be no lockouts of any sort by the Employer nor shall there be any strike or stoppage of work of any sort by the Union or their members, except for reasons specifically set forth in other provisions of this Agreement, and all grievances or complaints of any sort that may arise from either party over the interpretation or application of the terms of this Agreement are to be submitted as hereinabove set forth.

It is agreed that if the Employer fails to pay wages as agreed upon herein, or fails to comply with the provisions of Article 5 or 14 of this Agreement, or fails to pay holiday time, or to submit reports and proper contributions to the Welfare, Pension, the Safety, Education, and Training, Defined Contribution, Vacation, L.E.C.E.T., N.J.S.L.H. & S.T.F., or Industry Advancement Funds, as required herein or fails to require employees to maintain Union security, as provided herein, or fails or refuses to allow an inspection of payroll, employment and related records of employees as permitted by Articles 33 and 34 of the Agreement, then any such failure shall be deemed an "open breach" of this Agreement, not requiring arbitration and the Union shall have the right to picket

or to call a strike or work stoppage until the “breach” is corrected.

In the event the Union conducts a work stoppage for any of the reasons permitted by the Article, the Employer shall reimburse employees for all wages and fringe benefits lost as a result of the work stoppage for the first day of the stoppage. In the event the stoppage continues beyond one day, the Employer’s liability shall be limited to one day’s pay. In the event the employees return to work, but the Employer nevertheless fails to cure the violation, the Employer shall again be liable for the wages and benefits lost on the first day of the stoppage and of each successive stoppage.

18. Wages

It is agreed that the classification of work, rates, payments and wages shall be in accordance with the following terms and conditions. No employee shall suffer any decrease in rates received on February 29, 2004.

Local 472 & 172 Wage and Fringe Benefit Rates

<u>Wages</u>	<u>3/1/2004</u>	<u>3/1/2005</u>	<u>3/1/2006</u>
<i>Basic Laborers</i>	24.30	24.95	25.75
<i>Job Steward/Basic laborer (a)</i>	24.70	25.35	26.15
<i>Wagon Drill Helpers, Other Helpers, Raker & Screedman ...</i>	24.50	25.15	25.95
<i>Pipe Layer And Power Tool Operator</i>	24.80	25.45	26.25
<i>Wagon Drill Operator, Drill Master, Timberman</i>	25.00	25.65	26.45
<i>Finisher, Manhole/Inlet Builder, Form Setter</i>	25.25	25.90	26.70
<i>Blaster</i>	28.80	29.45	30.25
<i>Certified Hazardous Waste Laborer (b)</i>	27.30	27.95	28.75
<i>Certified Hazardous Waste Laborer (c)</i>	25.30	25.95	26.75
<i>General Foreman</i>	26.80	27.45	28.25
<i>Labor Foreman And Asphalt Foreman</i>	25.80	26.45	27.25
<i>Drill Foreman</i>	26.05	26.70	27.50
<i>Grade Foreman And Pipe Foreman</i>	26.25	26.90	27.70
<i>Finisher Foreman And Concrete Foreman</i>	26.75	27.40	28.20
<i>Watchman (d)</i>	408.00	408.00	408.00

Local 472 & 172 Wage and Fringe Benefit Rates Cont'd

<u>Fringe Benefits</u>	3/1/2004	3/1/2005	3/1/2006
Health And Welfare	5.75	6.25	7.00
Pension	2.85	3.00	3.10
Defined Contribution Fund	3.50	3.75	3.75
Vacation Fund	1.85	1.95	2.00
Safety, Education & Training Fund .....	.40	.45	.50
C.I.A.P. ....	.15	.15	.15
Local 472 Dues Supplement (e)	2.5% Of Gross Wages		
Local 172 Dues Supplement (e)	3.5% Of Gross Wages		
LIUNA Health And Safety Fund .....	.05	.05	.05
LIUNA L. E. C. E. T. Fund .....	.15	.20	.20
N.J.S.L.P.A.C. (f) .....	.10	.10	.10
L.E.R.O.F. (g) .....	.20	.20	.25

NOTES

- (a) In all other classifications, Job Steward To Receive \$.40 Over Regular Hourly Rate for classification.
 (aa) Traffic Control Coordinators shall receive an additional \$.50 per hour over their regular rate of pay.
 (b) Hazardous Waste Removal Work In Level A, B, or C, personal protection, hourly wage rate In classification above basic laborer, regular hourly rate plus \$ 3.00 Per Hour. (see Article 28A).
 (c) Hazardous Waste Removal Work A, B, C, or Level D personal protection is not required, hourly wage rate in classifications above basic laborer, regular hourly rate plus \$1.00 per hour (see Article 28A, Level D language).
 (d) Watchman pension and hospitalization contribution is \$ 2.00 per hour (see Article 27).
 (e) Dues Supplement to be deducted from employee wages (see Article 20 for out-of-territory rules).
 (f) NJSLPAC to be deducted from employee wages (see Article 20A).
 (g) L.E.R.O.F. to be deducted from employee wages (see Article 20A).

Local 472 Wage Rates Keyed to Classifications*

BASIC LABORER

Common laborers, landscape laborers, railroad track laborers, utility meter installer, flagmen, traffic directors, traffic control coordinator, salamander tenders, pitmen, dumpmen, asphalt laborer, slurry seal laborer, rakers and tampers on cold patch work, wrappers and coaters of pipe and waterproofers.

WAGON DRILL AND OTHER HELPERS

Wagon drill operator helper, drill master helper, powder carrier, magazine tender, signal men, asphalt raker, and asphalt screedman.

PIPE LAYER-POWER TOOL OPERATOR

Sewer pipe, laser man, conduit and duct line layer, power tool operator, jack hammer, chipping hammer, pavement breaker, power buggy, concrete cutter, asphalt cutter, sheet hammer, tree cutter operator, sandblaster, cutting, burning, and such other power tools used to perform work usually done manually by laborers.

WAGON DRILL OPERATOR, DRILL MASTER, DIRECTIONAL DRILL OPERATOR, TIMBERMAN

Timberman, wagon drill operators, directional

drill operator, and drill masters.

FINISHER, MANHOLE/INLET BUILDER, FORM SETTER

Finishers, manhole, catch basin or inlet builders, form setters, rammers, the setters of brick or stone pavers, gunite nozzlemen, and stone cutters.

BLASTERS

All blasters.

LABOR FOREMEN

All labor foremen, and asphalt foremen.

PIPE FOREMAN/GRADE FOREMAN

All pipe foremen and grade foremen.

GENERAL FOREMEN

General foreman.

FINISHER FOREMAN, CONCRETE FOREMAN

Finisher foreman and concrete foreman.

DRILL FOREMAN

Drill Foreman.

***In Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean, Salem and the Southern half of Middlesex County asphalt work shall fall under the Laborers' Local 172 Asphalt Workers Agreement with the Associated General Contractors and the Construction Contractors Labor Employers of New Jersey.**

Local 172 Wage Rates Keyed to Classifications*

BASIC LABORER

Common laborers, landscape laborers, railroad track laborers, utility meter installer, flagmen, traffic directors, traffic control coordinator, salamander tenders, pitmen, dumpmen, rakers and tampers on cold patch work, wrappers and coaters of pipe and waterproofers.

WAGON DRILL AND OTHER HELPERS

Wagon drill operator helper, drill master helper, powder carrier, magazine tender, signal men.

PIPE LAYER-POWER TOOL OPERATOR

Sewer pipe, laser man, conduit and duct line layer, power tool operator, jack hammer, chipping hammer, pavement breaker, power buggy, concrete cut-

ter, asphalt cutter, sheet hammer, tree cutter operator, sandblaster, cutting, burning, and such other power tools used to perform work usually done manually by laborers.

WAGON DRILL OPERATOR, DRILL MASTER, DIRECTIONAL DRILL OPERATOR, TIMBERMAN

Timberman, wagon drill operators, directional drill operator, and drill masters.

FINISHER, MANHOLE/INLET BUILDER, FORM SETTER

Finishers, manhole, catch basin or inlet builders, form setters, rammers, the setter of brick or stone pavers, gunite nozzlelemen, and stone cutters.

BLASTERS

All blasters.

LABOR FOREMAN

All labor foremen and asphalt foremen.

PIPE FOREMAN/GRADE FOREMAN

All pipe foremen and grade foremen.

GENERAL FOREMEN

General foreman.

FINISHER FOREMAN, CONCRETE FOREMAN

Finisher foreman and concrete foreman.

DRILL FOREMAN

Drill Foreman.

*In Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean, Salem and the Southern half of Middlesex County asphalt work shall fall under the Laborers' Local 172 Asphalt Workers Agreement with the Associated General Contractors and the Construction Contractors Labor Employers of New Jersey.

Local 472 & 172 Free Air Tunnel Jobs

<u>Wages</u>	3/1/04	3/1/05	3/1/06
<i>Walking Bosses & Superintendents</i>	27.05	27.70	28.50
<i>Heading Foremen, Shaft Foremen, Rod Foremen, Electrician Foremen, Rigging Foremen.....</i>	26.75	27.40	28.20
<i>Iron Foremen, Caulking Foremen, Form Foremen, Concrete Foremen, Grout Foremen, Cement Finishing Foremen, Clean-up Foremen, Track Foreman</i>	26.25	26.90	27.70
<i>Blasters</i>	28.75	29.40	30.20
<i>Top Labor Foremen</i>	25.70	26.35	27.15
<i>Skilled Men (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyer Men, Safety Miners, Riggers,Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, All Other Skilled Men)</i>	25.35	26.00	26.80
<i>Semi-Skilled Men (including Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Cable Men, Hose Men, Grout Men, Gravel Men, Form Men, Pipelayers, Conduit installers, Bell or Signal Men (top or bottom), Form Workers and Movers, Concrete Workers, Shaft Men, Tunnel Laborers Caulkers' Helpers, All other Semi-Skilled Men</i>	25.20	25.85	26.65
<i>All Others (including Powder Watchmen, Change House Attendant, Top Laborers,Job Steward(d))..</i>	24.70	25.35	26.15

Local 472 & 172 Wage and Fringe Benefit Rates Cont'd

<u>Fringe Benefits</u>	<u>3/1/2004</u>	<u>3/1/2005</u>	<u>3/1/2006</u>
Health And Welfare	5.75	6.25	7.00
Pension	2.85	3.00	3.10
Defined Contribution Fund	3.50	3.75	3.75
Vacation Fund	1.85	1.95	2.00
Safety, Education & Training Fund .....	.40	.45	.50
C.I.A.P. ....	.15	.15	.15
Local 472 Dues Supplement (e)	2.5% Of Gross Wages		
Local 172 Dues Supplement (e)	3.5% Of Gross Wages		
LIUNA Health And Safety Fund .....	.05	.05	.05
LIUNA L. E. C. E. T. Fund .....	.15	.20	.20
N.J.S.L.P.A.C.(f) .....	.10	.10	.10
L.E.R.O.F. (g) .....	.20	.20	.25

NOTES

- Dues Supplement to be deducted from employee wages (see Article 20 for out-of-territory rules).
- NJSLPAC to be deducted from employee wages (see Article 20A).
- L.E.R.O.F. to be deducted from employee wages (see Article 20A).
- Job Steward in all other classifications, Job Steward to receive \$.40 over regular hourly rate for classifications.

19. Wage Payment Procedure

All wages due under this Agreement shall be paid once each week during working hours in lawful United States Currency.

All wages paid each week shall be paid on the same day of each week from week to week in order that employees covered by this Agreement have stability in their wage payments.

The Employer may pay by check provided he makes payment on or before Thursday of each week and provided he takes reasonable and appropriate efforts whereby the employee can cash his check. The check stub shall include employee's name, social security number, hourly rate of pay, hours worked, the name of company and the date of check.

It shall be each employee's responsibility to promptly report any violation of this Agreement to his respective Union. Where such violation involves an Employer's failure to pay an employee the applicable wage rate provided for under this Agreement, the employee shall report that failure to said Union within twenty-one (21) days of the violation. The failure of the Union to file a grievance within twenty-one (21) days is not to be construed as a waiver of the Union's right to process grievances involving the Employer's failure to pay the applicable wage rate.

20. Union Dues Supplement

a) The Union membership of Local 472 has approved a dues supplement of 2 1/2 % of each member's gross pay. The Employer shall deduct the dues supplement in the amount approved from each employee's wages covered by this Agreement provided that such employee executes a check-off authorization form permitting such deduction.

b) The Union membership of Local 172 has approved a dues supplement of 3 1/2 % of each member's gross pay. The Employer shall deduct the dues supplement in the amount approved from each employees wages covered by this Agreement provided that such employee executes a check-off authorization form permitting such deduction.

c) Whenever a member of Local 472 is employed by an Employer within the territorial jurisdiction of Local 172, the Employer shall deduct from the employee's wages the stated dues supplement. The Employer shall remit said dues supplement to Local 172 in accordance with paragraph (e) below. No dues supplement shall be remitted to Local 472 in such cases.

d) Whenever a member of Local 172 is employed by an Employer within the territorial jurisdic-

tion of Local 472, the Employer shall deduct from the employee's wages the 3 ½% dues supplement. The Employer shall remit said dues supplement to Local 472 in accordance with paragraph (e) below. No dues supplement shall be remitted to Local 172 in such cases.

e) The Employer shall remit all sums which are required to be deducted pursuant to this Article to the appropriate union or, at the union's option, to the Administrator of the several benefit funds created or maintained by this Agreement on a weekly basis in accordance with procedures established or to be established by the Administrator for the collection and distribution thereof.

20A. NJSLPAC/L.E.R.O.F. Deductions

a) The Union membership of Local 472 and Local 172 has approved a ten cents (\$.10) per hour deduction from wages, for remittance by the Employer to the New Jersey State Laborers' Political Action Committee (NJSLPAC) and effective March 1, 2004 twenty cents (\$.20) per hour deduction from wages, and that will increase to twenty-five cents (\$.25) per hour effective March 1, 2006, for remittance by the Employer to the Laborers Eastern Region Organizing Fund (L.E.R.O.F.). The Employer

shall deduct the said contribution from the wages of each employee who is a member of Local 472 or 172 provided that the employee executes a check-off authorization form permitting such deduction.

b) These sums shall be paid to the Administrator of the Local 472 & 172 benefit funds established herein. Said sums shall be paid to the Administrator at the same time and together with other contributions made by the Employer to and for said benefit Funds. The Administrator shall then pay the amounts due to the NJSLPAC and L.E.R.O.F. unless otherwise directed by the Union.

c) At any time during the term of this Agreement Local 472 or 172, may terminate their participation in the NJSLPAC and or L.E.R.O.F. and terminate the obligation of the Employer to contribute thereto. In the alternative, Local 472 or 172 may determine that said contribution shall be paid, in lieu of NJSLPAC, to the political action committee of either Union and in the alternative to L.E.R.O.F. said contribution shall be redirected at the discretion of the Union. Appropriate notice shall be given to the Employer and the Associations and the Employers and Associations shall comply therewith.

21. *Hours of Work*

Eight (8) hours shall constitute a working day, to be paid at the rate specified in this contract. All time worked in excess of eight hours shall be paid at the rate of time and one-half the applicable rate. All work performed on Saturdays shall be paid at the rate of time and one-half and all work performed on Sundays or Holidays shall be paid at the rate of double-time. Workers may work 4 ten hour days, Monday through Thursday at straight time pay. Friday shall be used as a make up day for days lost due to inclement weather or for other mutually agreed reason. If Friday is not a makeup day all hours worked on Friday shall be paid at time and one-half.

Notwithstanding the above, where an Owner mandates in the construction contract a standard work shift which begins before midnight and ends after midnight and where the shift under such mandated work week begins on a Friday and ends on Saturday morning, then in such cases the shift differential shall apply. Where a mandated shift of the mandated work week starts at or after 8:00 PM on a Sunday and ends on Monday morning, the shift differential shall apply.

Any work begun on a Holiday and finishing the following day shall be paid at double-time. All

emergency work commencing on a Sunday and running into Monday morning shall be paid at the rate of double time.

22. *Partial Day Pay*

a) All employees ordered to report for work and who do not start work shall be guaranteed and paid no less than two (2) hours pay at straight time. In the event any employee works but works less than four (4) hours, he shall be paid and guaranteed four (4) hours pay at straight time. In the event any employee works more than four (4) hours but completes his work before the customary lunch period he shall be paid and guaranteed six (6) hours at straight time. In the event any employee works after the customary lunch period but less than eight (8) hours, he shall be paid and guaranteed eight (8) hours pay at straight time.

b) All employees reporting for work as required by the Employer shall be paid not less than two (2) hours' straight time in accordance with Section a) above provided he reports to the Foreman or Time-keeper on the job and he shall remain available at the job site for two (2) hours. It is understood that if the Employer notifies the employee before the customary time for reporting for work not to report and the

employee ignores this notification and shows up on the job, he is not to be paid.

23. Foremen

All foremen who report for work shall be guaranteed and paid eight (8) hours pay at straight time unless ordered not to work prior to reporting.

24. Shifts

a) Bi-State Tunnel Shift Work

On all tunnel work covered by this Agreement performed for any bi-state facilities, time and one-half shall be paid on the second and third shifts and any shifts starting other than between 7:00 AM and 8:00 AM.

b) All other Shift Work

Payment for all other shift work shall be made as follows:

1. On the second and third shifts for all highway, bridge, tunnel and other construction work covered by this Agreement, or where the owner mandates special hours of work in the job specifications, a shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid in addition to the regular rate of pay. The combined regular rate and any shift differential, as calculated and determined, will be in-

corporated as the rate and basis for all wage payments including overtime, premium time and all Holiday pay.

2. On all other shifts whatsoever, where the starting time is other than 7:00 AM, 8:00 AM, 3:00PM, 4:00PM, 12:00AM and 1:00AM, time and one-half shall be paid.

Any special shift concerns or conditions shall be discussed at a pre bid conference.

24A. Work at Nuclear Plants

All laborers covered by this Agreement who are employed at a Nuclear Power Plant site, when working overtime and at the same time directly with crafts who received double time for said overtime, shall be paid double time for overtime, otherwise time and one-half shall prevail on above work.

25. Lunch

It is mutually agreed that the employee is to be given his usual half-hour lunch break between the hours of 12:00 Noon and 1:00 P.M. and if the employee is not allowed to take a lunch break at the time specified, the employee is to be paid time and one-half for the missed one-half hour lunch break

and the employee must be permitted a one-half lunch break before the eight hour shift has concluded. Further, that if for any reason the Employer concludes the eight hour shift and has not provided the employee with any one-half hour lunch break, an additional one-half hour of pay at the rate of time and one-half shall be paid to the employee for a total of nine (9) hours pay.

Whenever practical, and where conditions permit, the parties shall establish a specific lunch hour for laborers on the job prior to the commencement of the job.

26. *Driller's Helper*

Where there is an addition of steel, helpers will be required on all rock drills.

27. *Watchmen*

The Employer shall pay to watchmen a wage rate of \$408.00 for each 56 hours worked per week. Watchmen's rate shall be \$6.00 per hour. Saturday work shall be paid at the rate of \$9.00 per hour. Sunday work shall be paid at the rate of \$12.00 per hour. The watchman shall be paid an additional day's pay for each holiday worked.

The Employer shall pay \$2.00 per hour paid for

each watchman employed by the Employer to the Laborers' Locals 472 and 172 Welfare and Pension Funds. Watchmen shall not be eligible to participate in the Vacation Fund or the Defined Contribution Fund.

28. New Work Classification

If during the term of this Agreement, mechanized changes or changes in the method of operation result in different or new types of work, the Employer and the Unions agree to negotiate a new work classification and wage rates for such work.

28A. Work at Hazardous Waste Sites

On hazardous waste removal work of any kind, including a state or a federally designated site, where a laborer is required to wear level A, B, or C personal protection, the laborer shall receive an hourly wage rate of his regular hourly wage plus \$3.00 per hour.

A certified laborer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour. This shall also apply to 100% federally funded projects or sites where the level D

personal protection is required. If at anytime during the workday shift that a laborer must wear Level A, B, or C protection, the higher rate will prevail for all hours worked that shift notwithstanding the fact that only a portion of the shift may be spent in the higher zone. In the event the Employer requests a certified laborer with a hazardous waste certificate the Employer shall pay the aforementioned differential, even if the project is considered to be a non-hazardous project.

The Employers and Unions mutually agree that all hazardous waste jobs shall be conducted in a safe manner so as to protect the health and welfare of workers employed on such job sites. No laborer may be required to work at a site where it reasonably appears that proper safety procedures are not being followed. Determination of the level of protection to be worn shall be made by a qualified professional safety officer selected and employed by the Employer who shall conservatively apply accepted industry safety standards in the best interest of worker safety. In the event that the Unions employ a safety consultant to review job conditions, said safety consultant shall be given full access to all available safety information and full and complete access to the job site in the performance of his duties.

Notwithstanding any of the above, the safety

and protection of employees working at any such site shall be the sole responsibility of the Employer.

29. Higher Rate Classification

If a new employee is sent to a job to work in a higher classification he shall receive the higher classification rate for eight (8) hours notwithstanding the fact that, at the Employer's request, he is assigned work and works in a lower rate classification on a particular day.

A Laborer working at any higher classification shall be paid no less than two (2) hours at the particular rate and thereafter shall be paid one (1) hour for each portion of an hour worked.

The minimum rate to be paid any trainee is the basic laborer's rate provided for in this Agreement.

30. Holidays Observed

The following days are recognized holidays under this Agreement:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

The Employer has the option to work Veteran's day at straight time and take the Friday after Thanksgiving as a holiday.

31. *Holiday Pay*

If any employee works on three (3) days for the same Employer within a period of ten (10) working days consisting of five (5) working days before and five (5) working days after the day upon which the holiday falls or is observed as such, he shall be paid eight (8) hours straight time for the holiday at his regular rate of pay. Where a project is a four (4) day ten (10) hours per day project, holidays will be paid at eight (8) straight time hours for an unworked holiday unless the employee on the Employer's payroll works less than 40 hours during the week upon which the holiday falls, in which case he shall be paid an additional two (2) hours straight time holiday pay for that unworked holiday. A work week shall commence on Monday 12:01 AM and extend to 12:00 midnight on the Sunday following. If an employee is hired after a holiday, he shall not be paid for the holiday unless he was employed during the work week preceding the holiday.

When a layoff occurs, for reasons other than job completion, on or after December 20th, each employee so laid off shall receive one day's pay in lieu of Christmas Holiday provided the employee was working on the job on December 10th. Where such employee starts again on or before January 6th, ex-

cluding a new project just beginning, such employee shall be paid a day's pay in lieu of New Year's Day Holiday.

If an employee works on a holiday, or days celebrated as such, (including holidays falling on Sunday and celebrated on Monday) he shall be paid double time for all hours worked. If an employee works on a holiday which falls on Saturday, he shall be paid double time and one half for all hours worked. If he does not work on Saturday and otherwise qualifies for holiday pay he shall be paid straight time for the holiday, all time paid for holidays, whether worked or not, shall be paid for at the regular rate of pay for the particular job classification of each employee as provided for herein, provided the employee has complied with the conditions set forth in this Article. If an employee works at more than one job classification within the ten day period specified herein, he shall be paid his holiday pay at the higher classification rate.

It is understood that where time and one-half or double time is specified in this Agreement for work performed on Saturdays, Sundays, holidays or different shift times, this is overtime and not premium time for work performed on these days and the base rates for the computation of this time and one-half or double time is the hourly rate set forth in the Agree-

ment. It is further understood that there is to be no extra or premium time for hours worked in excess of eight (8) hours on Saturdays, Sundays or holidays, but this shall in no way affect the obligation to pay the time and one-half for any work on Saturdays and double time for Sundays, holidays or different shift time as specified in the Agreement.

If the employee alleges that he was laid off by an Employer (exclusive of job termination) solely for the purpose of being denied holiday pay, his grievance shall be heard by an Arbitration Committee composed of two (2) Union representatives and two (2) representatives who are members of the Utility and Transportation Contractors Association of New Jersey. A decision by a majority of the Committee shall be binding on the Employer and employee as to whether he shall receive holiday pay. Where a decision cannot be reached by a majority of the Committee then an impartial Referee shall be designated by the New Jersey State Board of Mediation whose decision shall be final and any costs shall be borne equally by the Employer and the Union.

32. Employee Discharge Pay

If an employee is discharged, he shall be paid within an hour and if compelled to wait for his wages,

he shall be paid at regular time for such waiting time.

If an employee is permanently laid off or terminated he shall receive one hour's pay in addition to the time he actually worked provided he has worked for a period of two days or more.

If an employee quits work of his own accord the Employer may require him to wait until the next regular pay day for his wages.

33. *Welfare Fund*

a) In accordance with the Agreement and Declaration of Trust dated July 1, 1950, as amended and supplemented, each Employer, whether or not a member of the Utility and Transportation Contractors Association of New Jersey, agrees to make payments upon a weekly basis in accordance with the rates and effective dates as set forth in Article 18 hereof for each employee covered by this Agreement, to the "Heavy and General Laborers' Welfare Fund of New Jersey", hereinafter called the Fund, established by said Agreement and Declaration of Trust (incorporated by reference herein).

b) When the employees work on holidays, fringe benefits will be paid for all hours worked. When employees do not work on the holiday and are paid eight (8) hours of holiday pay, fringe ben-

efits shall be paid on the eight (8) hours of holiday pay. These provisions shall also apply to days substituted or switched for holidays such as the Friday after Thanksgiving.

c) It is understood that, in accordance with said Agreement and Declaration of Trust:

1. The purpose of the Fund is to provide and maintain group life and accident and health insurance and other welfare benefits for employees of the Employers who are parties to this Agreement and for employees of other Employers who have or hereafter will have in effect similar Agreements, and for certain members of the families of such employees, for any of such insurance or any social insurance or benefits and under such rules and regulations as the Trustees of the Fund may determine. The term employee as used herein shall mean all of the employees covered by the Agreements pursuant to which their Employers pay monies to the Fund, or all of any class or classes thereof as determined by agreement between the Trustees and the Insurance Carrier or Carriers of the said insurance policy or policies, provided, in either case, that such employees have met the requirements as to waiting periods, full time employment and other provisions of eligibility for insurance as agreed upon between the Trustees and such Insurance Carrier or Carriers.

2. The Fund is to be audited annually or more often by a public accountant and a statement of the results of such audit will, at all times, be available for inspection by interested persons at the principal office of the Fund.

3. The Fund is to be administered by five (5) Trustees designated as Employer Representatives and by five (5) Trustees designated as Employee Representatives, all of whom are hereinafter called the "Trustees," and a provision is made for an impartial umpire in the event of a deadlock.

d) The Employers will appoint the Trustees designated as Employer Representatives who will accept the Trusteeship as Employer Representatives. Such Employer Representatives shall, with their successors selected in the manner provided in said Agreement and Declaration of Trust, represent the Employers who are parties to this Agreement and the other aforesaid Employers in the administration of the Fund.

e) The Union will appoint the Trustees designated as Employee Representatives who will accept the Trusteeship as Employee Representatives. Such Employee Representatives shall, with their successors selected in the manner provided in said Agreement and Declaration of Trust, represent the employees in the administration of the Fund.

f) The Employers agree that the Trustees of the Fund shall have the right to require such reports by the Employers as are necessary to the fulfillment of the Agreement and Declaration of Trust and the contracts of insurance. The Trustees and any insurer shall have the right to inspect, at all reasonable times, the employment, payroll and such other records of each Employer as are pertinent to questions of accuracy or comprehensiveness of the reports of the Employer.

34. *Pension Fund*

a) In accordance with an Agreement and Declaration of the Trust dated July 1, 1953, as amended and supplemented, each Employer, whether or not member of the Utility and Transportation Contractors Association of New Jersey, agrees to make payment, upon a weekly basis in accordance with the rates and effective dates as set forth in Article 18 hereof for each employee covered by this Agreement to the "Heavy and General Laborers' Local Unions 472 and 172 of New Jersey Pension Fund", said Fund being established and administered in the manner provided for in said Agreement and Declaration of Trust executed between the parties and which is incorporated herein by reference.

b) When the employees work on holidays, fringe benefits will be paid for all hours worked. When employees do not work on the holiday and are paid eight (8) hours of holiday pay, fringe benefits shall be paid on the eight (8) hours of holiday pay. These provisions shall also apply to days substituted or switched for holidays such as the Friday after Thanksgiving.

c) It is understood that in accordance with the said Agreement and Declaration of Trust executed between the parties:

1. The purpose of the Fund is to provide and maintain a system of granting pensions to employees of the Employers who are parties to this Agreement and for employees of other Employers who have, or hereafter will have in effect similar Agreements, and for certain members of the families of such employees receiving such pensions, the manner and procedure of which shall be determined by the Trustees designated to administer the Fund and under such rules and regulations as they may determine. The term "employees" as used herein shall mean all the employees covered by the Agreements pursuant to which their Employers pay monies to the Fund, or all of any class or classes thereof as shall be determined by the Trustees, pursuant to said Agreement

and Declaration of Trust, provided, in every case, that such employees or members of their families upon death of such employees shall have met their requirements and shall otherwise be eligible under the rules and regulations established by the Trustees of such Fund.

2. The Fund is to be audited annually or more often by a public accountant and a statement of the results of such audit will, at all times, be available for inspection by interested persons at the principal office of the Fund.

3. The Fund shall be administered by five (5) Trustees designated as Employer Representatives and by five (5) Trustees designated as Employee Representatives, all of whom are hereinafter called the "Trustees" and a provision is made for an impartial umpire in the event of a deadlock.

d) The Union shall be considered an Employer solely and exclusively for the purpose of permitting the Union to contribute to the Welfare and Pension Funds on behalf of its employees and to permit such employees to become participants of the said Welfare and Pension plans, but the Union, by virtue of this provision, shall not be considered as an Employer for the purpose of selecting a representative as a Trustee on the Welfare or Pension Plan. The

Employers will appoint the Trustees designated as Employer Representatives, who will accept the Trusteeship as Employer Representatives.

Such Employer Representatives shall, with their successors, selected in the manner provided in said Agreement and Declaration of Trust, represent the Employers who are parties to this Agreement and the other aforesaid Employers in the administration of the Fund.

The Unions will appoint the Trustees designated as Employees' Representatives, by the same procedure, who will accept the Trusteeship as Employees' Representatives. Such Employee's Representatives shall, with their successors selected in the manner provided in said Agreement and Declaration of Trust, represent the employees in the administration of the Fund.

e) Employees, in order to qualify or participate in the Pension and Welfare Plan, must comply with all terms of this Collective Bargaining Agreement governing their terms and conditions of employment and fulfill the requirements and rules of eligibility fixed or to be fixed by the Trustees of the respective Funds.

Any employee qualifying to participate in the benefits provided for and purchased by the Funds, who shall cease to qualify for the lack of Employer

contributions or for any other reason whatsoever, his rights and his dependent's rights to share in any benefit whatsoever purchased and provided for by the Funds shall forthwith terminate.

f) The Employers agree that the Trustees of the Fund shall have the right to require such reports by the Employers as are necessary to the fulfillment of the Agreement and Declaration of Trust and the contracts of insurance. The Trustees and insurer shall also have the right to inspect, at all reasonable times, the payroll, employment and such other records of each Employer as are pertinent to questions of accuracy or comprehensiveness of the reports of the Employer.

35. Safety, Education, and Training Fund

The Safety, Education, and Training Fund, previously established by the parties, shall remain in full force and effect. Contributions to the said Fund are to be made in accordance with the schedule established in Article 18 of this Agreement.

When the employees work on holidays, fringe benefits will be paid for all hours worked. When employees do not work on the holiday and are paid eight (8) hours of holiday pay, fringe benefits shall be paid on the eight (8) hours of holiday pay. These

provisions shall also apply to days substituted or switched for holidays such as the Friday after Thanksgiving.

35A. Group Legal Services Fund

The Group Legal Services Fund, previously established by the parties, shall remain in full force and effect.

35B. Defined Contribution Fund

The Defined Contribution Fund, previously established by the parties, shall remain in full force and effect. Contributions to the said Fund are to be made in accordance with the schedule established in Article 18 of this Agreement.

When the employees work on holidays, fringe benefits will be paid for all hours worked. When employees do not work on the holiday and are paid eight (8) hours of holiday pay, fringe benefits shall be paid on the eight (8) hours of holiday pay. These provisions shall also apply to days substituted or switched for holidays such as the Friday after Thanksgiving.

35C. Vacation Fund

The Employer shall contribute to a Vacation

Fund, previously established, for each hour worked by each employee covered by this Agreement as required by the schedule of contributions to the Vacation Fund set forth at Article 18 hereof. The Vacation Fund shall be set up to reflect individual employee accounts and is to be administered through the Heavy and General Construction Laborers Local 472 and 172 Welfare Fund. Appropriate payroll taxes on the Vacation Fund contributions are to be deducted at the source in the following manner: the Vacation Fund contribution shall be added to the gross pay and all appropriate payroll taxes, including withholding Social Security and state unemployment, deducted from gross pay. After making the necessary payroll deductions, the full contribution specified in the schedule at Article 18 hereof shall be forwarded to the Fund's offices with the other benefit fund contributions.

When the employees work on holidays, fringe benefits will be paid for all hours worked. When employees do not work on the holiday and are paid eight (8) hours of holiday pay, fringe benefits shall be paid on the eight (8) hours of holiday pay. These provisions shall also apply to days substituted or switched for holidays such as the Friday after Thanksgiving.

35D. N.J. State Laborers' Health and Safety Trust Fund

The parties agree to participate in and contribute to the N.J. State Laborers' Health and Safety Trust Fund (hereinafter called N.J.S.L.H & S.T.F.) in accordance with the schedule of contributions set forth in Article 18 hereof. Said contribution shall be paid to the Administrator of the Welfare Fund together with other contributions due under this Agreement and distributed to the N.J.S.L.H.& S.T.F. when and as required. In the alternative, Local 472 and/or Local 172 may determine that said contribution collected on behalf of their union's members shall not be paid to N.J.S.L.H. & S.T.F. and instead be reallocated to another benefit fund maintained under this Agreement as they deem appropriate. All Employers signatory to this Agreement, whether or not members of the A.G.C. or U.T.C.A., shall be bound by the parties' decision to terminate participation and/or reallocate the contribution as herein provided.

When the employees work on holidays, fringe benefits will be paid for all hours worked. When employees do not work on the holiday and are paid eight (8) hours of holiday pay, fringe benefits shall be paid on the eight (8) hours of holiday pay. These

provisions shall also apply to days substituted or switched for holidays such as the Friday after Thanksgiving.

35E. N.J. Laborers-Employers Cooperation and Education Trust

The parties agree to participate in and contribute to the N.J. Laborers-Employers Cooperation and Education Trust (hereinafter called L.E.C.E.T.) in accordance with the schedule of contributions set forth at Article 18 hereof. Said contribution shall be paid to the Administrator of the Welfare Fund together with other contributions due under this Agreement and distributed to the L.E.C.E.T fund when and as required. In the alternative, Local 472 and/or Local 172 may determine that said contribution collected on behalf of their union's members shall not be paid to L.E.C.E.T and instead be reallocated to another benefit fund maintained under this Agreement as they deem appropriate. All Employers signatory to this Agreement, whether or not members of the A.G.C. or U.T.C.A., shall be bound by the parties' decision to terminate participation and/or reallocate the contribution as herein provided.

When the employees work on holidays, fringe benefits will be paid for all hours worked.

When employees do not work on the holiday and are paid eight (8) hours of holiday pay, fringe benefits shall be paid on the eight (8) hours of holiday pay. These provisions shall also apply to days substituted or switched for holidays such as the Friday after Thanksgiving.

36. Construction Industry Advancement Program

The Employer shall contribute to the Construction Industry Advancement Fund as required by the schedule of contributions at Article 18 hereof. These contributions shall be paid to the Administrator at the same time and together with other contributions made by the Employer for said benefit funds. The Administrator shall receive and deposit the Construction Industry Advancement Program monies in a separate account, and, on a monthly basis, after deducting a reasonable amount to defray administration costs, pay the balance to the Construction Industry Advancement Program, heretofore established and administered by Trustees appointed by the several multi-employer Associations. These monies shall be utilized by said Trustees solely for the advancement, improvement and betterment of the industry covered by this Agreement so as to improve conditions and increase opportunity for employment.

It is agreed and understood that the Program will not be used for any anti-union purposes, that the Trustees of 472-172 Funds shall receive minutes of all Construction Industry Advancement Program Meetings and that the collection of contributions is conditioned at all times upon approval of the Trustees of 472-172 Funds established under Article 33 and 34 herein.

The said Trustees shall be permitted to attend Construction Industry Advancement Program meetings as non-voting observers. The collection of contributions is conditioned upon these understandings.

37. Insurance for Employer's Liability Under Employee Retirement Income Security Act of 1974

The federal legislation entitled, "Employee Retirement Income Security Act of 1974", mandates insurance for the Employer liability either through a government corporation or private coverage.

In order to adequately protect the industry and the Employers in the Heavy Construction Industry, each Employer shall contribute an amount to be established by the Labor Relations Committee of the Utility and Transportation Contractors Association of New Jersey, (hereinafter "U.T.C.A.") and/or The

Associated General Contractors of New Jersey, (hereinafter "A.G.C.") for the purposes of providing said insurance for the Employer's protection as of a date to be determined to a depository, agency or other legal fund to be established and administered by the U.T.C.A. and/or the A.G.C.

The Administrator of the several employee benefit funds established herein shall receive and deposit all contributions made in accordance with this Article and deposit said contributions in a separate account.

38. Collection Costs

a) Any Employer delinquent in payment of contributions to or filing of reports with regard to any of the funds established herein shall pay reasonable attorney's fees of no less than 20% of the amount due when legal services are required to collect such indebtedness, together with any costs and interest thereon. Notwithstanding any other provision of this Agreement, the Employer shall be required to pay the fee of the arbitrator when arbitration is required, and shall also be required to pay all auditing costs where the Employer has failed to grant an audit appointment or permit an audit to occur, or failed to keep an audit appointment, or failed to sup-

ply the auditor with all of the requested records, or otherwise failed to fully cooperate with the Fund's auditors.

The Employer shall also be required to pay all reauditing costs in any instance where he disputes the amount claimed due to the Funds and he is reaudited, except where the reaudit shows that the Employer did not owe the Funds unpaid contributions for the period in question. The Trustees or the Co-Chairman acting for them when so designated may require any Employer to file a bond with sufficient surety and in an adequate amount to guarantee filing of future reports and payment of required contributions.

b) In the event that a payment by an Employer is not received by the Funds within thirty calendar days of the due date of the payment, an administrative fee of 2% of the amount due shall be paid by the Employer to the Funds. The Employer shall also file with the Funds a surety bond up to the amount of \$200,000.00 as a guarantee for all unpaid balances. Thereafter, interest shall be due at the rate of 12% per annum for any unpaid contributions. This provision shall not limit in any way the Unions' right to take any action allowed under Article 17 of this Agreement.

39. *Fund Arbitration*

In the event that the Union, an Employer or the Fund's Trustees allege any dispute, violation or grievance concerning any provision of Article 32 through 38 or any provision of Article 17, the dispute, grievance or violation including disputes over delinquencies, shall be submitted to the permanent arbitrator or arbitrators established by the Employer and Employee Trustees of the aforesaid funds for resolution and binding decision. The submission of any said dispute, grievance or violation to the permanent arbitrator or arbitrators shall be in addition to, and not in lieu of or a waiver of, the Union's right to take economic action under Article 17 and/or its right to sue for specific performance of the contract. Any dispute in connection with the arbitrability of a matter shall be resolved by the arbitrator.

40. *Fringe Benefit Payment Bond*

The Trustees of the Pension or Welfare Fund, or a designated committee thereof, may require an Employer to post a bond not to exceed the sum of \$200,000.00 with a reputable surety to secure payment of all sums due or to become due to the several Funds created or maintained under this Agreement.

41. Subcontractor Assignment of Monies

If a subcontractor is delinquent to any fund established under this Agreement and the subcontractor assigns monies due to him from the prime contractor over to the Fund or Funds, the prime contractor shall honor the assignment, provided it is in writing, to the extent of said monies due to the subcontractor.

42. Successors in Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire company or any part thereto is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such company shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this contract.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. Such notice shall be in writing with a copy to the Union at the time the seller, transferor, lessor, etc. executes a contract of transaction

as herein described.

This Agreement shall be binding upon each individual Employer regardless of whether or not he or it changes the name or style or address of his or its business. Each individual Employer shall give notice in writing to the Union of any intent to change the name or address of his or its business, or to perform business under more than one name or at more than one address, prior to the adoption of a new or different name, style or address, of the addition of new names or addresses, as specified herein.

In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, transferee or lessee to assume the obligations of this contract, the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this contract.

43. Preservation of Unit Work

a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work it is hereby agreed as follows: If and when the Employer shall perform any

work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partner or stockholder) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of the Agreement concerning fringe benefits and payments to the benefit funds, including Articles 33 through 39, shall be applicable to all such work.

b) All charges of violations Paragraph (a) of this Article, shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of delinquency grievances and the final binding resolution thereof, as provided in Article 39 of this Agreement. The permanent arbitrator shall be empowered to decide all violations of this Agreement involving delinquencies. As a remedy for violations of this Article, the permanent arbitrator is empowered at the request of the Union, to require an Employer to pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from violations and all collection costs. Provision for this remedy herein

does not make such remedy the exclusive remedy available to the Union for violation of this Article, nor does it make the same or other remedies unavailable to the Union for violation of other articles or sections of this Agreement.

44. Contractor Associations' Agreement

If an Employer covered by this Agreement engages in general contracting work he may execute and work under the general contractors agreement executed with the Associated General Contractors of New Jersey and the Utility and Transportation Contractors Association of New Jersey upon execution of the Agreement by the Employers and Union.

45. Renegotiation Notice

It is mutually agreed that if either party or any Employer signator to this Agreement desires to open negotiations that written notice will be given sixty (60) days prior to February 28, 2007 otherwise this Agreement is to continue in full force and effect after the expiration date of February 28, 2007, from year to year, until written notice is given of a desire to re-open negotiations. In order for the contract to be terminated after February 28, 2007, the Employer shall give written notice at least thirty (30) days prior to February 28, of each succeeding year after 2004 and,

if said thirty days notice is given, the contract shall terminate on February 28 of the year following the giving of said notice.

46. Termination Date of Agreement

It is mutually agreed that the Agreement shall be binding upon the parties hereto until February 28, 2007.

47. Separability of Provisions

Should any provision of this Agreement be held to be invalid under federal or state law or regulation, then such provision shall become null and void, but the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

48. Non Prevailing Wage Work

The parties agree to establish committees and to meet periodically to discuss non prevailing wage competitive work rules, wage rates and fringe benefits.

49. Construction Specialist

To ensure that the needs of new technology and future competitive requirements are met, there is

hereby established the work classification of Construction Specialist. The Construction Specialist shall perform specific work duties as may be required by job site conditions and shall receive an appropriate hourly compensation for said work which will in most cases reflect the posted New Jersey prevailing wage rate for such work.

For implicit clarification of the intent of this Article and classification, there can be no unilateral implementation of the Construction Specialist. The implementation or introduction of the Construction Specialist on a specific project and the hourly compensation to be paid to the Construction Specialist shall be mutually determined by the unanimous agreement of a committee comprised of the Employer Associations and the Local Unions signatory hereto. Said committee shall consist of two (2) Employer representatives and two (2) Union representatives, who for the purposes of this Article should meet at a pre-job conference to discuss possible implementation. Should circumstances arise that warrant that the committee convene after a project has started, the parties will be amenable to such meeting.

It is agreed that the classification of work, rates, payments and wages shall be in accordance with the following terms and conditions. No employee shall suffer any decrease in rates on February 29, 2004.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2nd day of March, 2004.

UTILITY AND TRANSPORTATION CONTRACTORS ASSOCIATION OF NEW JERSEY

By: Robert A. Briant
Executive Director

ASSOCIATED GENERAL CONTRACTORS OF NEW JERSEY

By: Richard L. Forman
Executive Director

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, HEAVY AND GENERAL CONSTRUCTION LABORERS' LOCAL NO. 472 OF THE STATE OF NEW JERSEY

By: John Hibbs
President and Business Manager

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, HEAVY AND GENERAL CONSTRUCTION LABORERS' LOCAL NO. 172 OF THE STATE OF NEW JERSEY

By: E. Frank Di Antonio
President and Business Manager

*STIPULATION AS TO COLLECTIVE
BARGAINING AGREEMENT*

It is hereby stipulated and agreed by and between the Employer, whose authorized agent has executed this Stipulation and Agreement on the behalf of the Employer, and the Local Union of the Laborers' International Union of North America, A.F.L.-C.I.O., which Local Union's authorized agent has executed this Stipulation and Agreement on behalf of said Local Union, that for and in consideration of the mutual promises and covenants made and exchanged by and between the parties hereto, the aforesaid Employer recognizes and agrees to abide by the wages, working conditions, hours of work, fringe benefit requirements and all other conditions set forth in the Collective Bargaining Agreement executed by and between Local Unions Nos. 472 and 172 of the aforesaid International Union and Utility and Transportation Contractors Association and or the Associated General Contractors of New Jersey, and which apply to the employees employed by the Employer and represented by the Union Local 472 or 172 (as the case may be), a party to this Stipulation, as if said Agreement was set forth herein at length. Expiration date of this Collective Bargaining Agreement shall be the same as that set forth in the aforementioned Collective Bargaining Agreement between the aforesaid Local Unions and Utility and

Transportation Contractors Association and or the Associated General Contractors of New Jersey.

It is further agreed that if the Employer subcontracts any work covered by the aforesaid Agreement to any subcontractor or other person, the Employer shall be liable for all contributions owing to the Funds established under the said Agreement in the event the subcontractor or person fails to pay contributions to the said Funds for employees covered by the said Agreement employed by the said subcontractor or person.

If, however, the Employer is subcontractor under this Agreement and becomes delinquent in the payment of any contributions to any Funds established under this Agreement, the said Employer hereby assigns and transfers over all right, title, and interest in all monies due it (from the general contractor, any other contractor or any governmental agency) to the said Funds in an amount up to the sum due to the Funds. Upon notice by the Funds to the general contractor, contractor, or governmental agency involved, the said general contractor, contractor or governmental agency shall immediately remit to the Funds the amount claimed to be due to the Funds. The amounts claimed to be due shall be immediately paid and if any dispute arises over the amount paid and a refund is alleged to be due to the Employer, the matter may be submitted to arbitration.

IN WITNESS WHEREOF, the parties hereto set their
hands and seals this day of, 200__.

Employer-Company's Name

Street

City State Zip Code

Telephone ()

By: _____
Authorized Company Agent

Print Name and Title

Heavy and General Construction Laborer's
Local Union No. 472 of the Laborer's International
Union of North America, A.F.L.-C.I.O.

By: _____
Authorized Signature

Heavy and General Construction Laborer's
Local Union No. 172 of the Laborer's International
Union of North America, A.F.L.-C.I.O.

By: _____
Authorized Signature

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